MEMORANDUM OF UNDERSTANDING

This document constitutes a memorandum of understanding ("MOU") by and between the American Federation of Government Employees, SSA General Committee ("Union" or "AFGE") and the Social Security Administration ("SSA", "Agency," or "Management"), collectively the "Parties," to temporarily increase union time available under Article 30, "Union Time," in the 2019 SSA/AFGE National Agreement. The purpose of the increase is to allow the Parties to work through the current circumstances that include activities such as negotiations and resolving pending disputes. The Parties agree that this MOU/sidebar agreement is not pursuant to the Executive Order 14003 – Protecting the Federal Workforce or OPM Memorandum dated March 5, 2021 “Guidance for Implementation of Executive Order 14003 - Protecting the Federal Workforce.” Nothing in this MOU/sidebar agreement waives any rights the Agency or Union may have under Executive Order 14003 or OPM’s interpretative guidance dated March 5, 2021. Nothing in this MOU/sidebar agreement or discussed during the negotiations may be relied upon to assert that the parties engaged in discussions/bargaining pursuant to Executive Order 14003 or OPM’s interpretive guidance dated March 5, 2021.

Sidebar
Article 30, “Union Time”

1. The purpose of this increase is to allow the Parties to work through the current circumstances that include activities such as negotiations and resolving pending disputes. The increases are only effective during the term of this MOU/sidebar agreement.

   a) Twelve (12) union representatives will be authorized to use up to 2080 hours in Fiscal Year 2021.

   b) Fifteen (15) union representatives will be authorized to use up to 1440 hours in Fiscal Year 2021.

   c) 135 union representatives will be authorized to use up to 1040 hours in Fiscal Year 2021.

   d) All other union representatives will be authorized to use up to 520 hours in Fiscal Year 2021.

2. For Fiscal Year (FY) 2021 the bank of hours in Article 30, “Union Time,” Section 5(B) will be increased by 43,500 hours.

3. OUTTS may be modified as necessary to accommodate the provisions of this MOU/sidebar agreement.
4. This MOU/sidebar agreement will expire September 30, 2021. This MOU/sidebar agreement will be automatically extended 30 calendar days. If an extension occurs, the hours outlined in Number 1 above will be prorated accordingly.

5. Conflicts between this MOU/sidebar agreement and the 2019 AFGE/SSA National Agreement shall be resolved by the language of this MOU/sidebar agreement.

6. Upon approval of Agency Head Review, the parties agree to and hereby implement the terms of this MOU/sidebar agreement to Article 30 of the 2019 SSA/AFGE National Agreement.

7. This MOU/sidebar agreement is subject to agency head approval per 5 U.S.C. 7114(c). Should a provision be disapproved by agency head review, either party, at its option, may reopen negotiations only on the disapproved provisions(s).

MANAGEMENT

/s/ Teresa Bowen 03/11/2021
Teresa Bowen
Chief Negotiator
OLMER

/s/ Krista Gehlken 03/11/2021
Krista Gehlken
OLMER

/s/ Cliff Pendarvis 03/11/2021
Cliff Pendarvis
DCO Hattiesburg, MS FO (Atlanta Region)

/s/ Ryan Daviduke 03/11/2021
Ryan Daviduke
DCO LERT (Seattle Region)

/s/ Peggy Coleman 03/11/2021
Peggy Coleman
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/s/ Jackie Donato 03/11/2021
Jackie Donato
OLMER

/s/ Jamie Freedman 03/11/2021
Jamie Freedman
OLMER
Note Taker

UNION

/s/ Rich Couture 03/11/2021
Rich Couture
Chief Negotiator
AFGE

/s/ Barri Sue Bryant 03/11/2021
Barri Sue Bryant
AFGE

/s/ Bill Price 03/11/2021
Bill Price
AFGE

/s/ Brandon Epps 03/11/2021
Brandon Epps
AFGE

/s/ Beverly Parks 03/11/2021
Beverly Parks
AFGE

/s/ Earl Tucker 03/11/2021
Earl Tucker
AFGE

/s/ Iris Rakowski 03/11/2021
Iris Rakowski
AFGE – Note Taker